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7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**

9 CHRISTOPHER HYCHE,
10 Plaintiff,
11 v.

12 JEFFERSON CAPITAL SYSTEMS,
13 LLC; EXPERIAN INFORMATION
14 SOLUTIONS, INC.; EQUIFAX
15 INFORMATION SERVICES LLC, and
16 TRANSUNION LLC,

17 Defendants.

Case No.: 8:23-cv-1893

Complaint for Damages:
Violation of Fair Credit
Reporting Act

18 Plaintiff, Christopher Hyche, by and through undersigned counsel, upon
19 information and belief, hereby complains as follows:

20 **I. INTRODUCTION**

21 1. This action arises out of Defendants' violations of the Fair Credit Reporting
22 Act ("FCRA") whereby Plaintiff discovered inaccurate information reporting on his
23 consumer credit reports, disputed that inaccurate information, and Defendants willfully
24 or negligently refused to correct the inaccurate information on Plaintiff's consumer
25 credit report, damaging Plaintiff.

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1
2 **PARTIES**
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4 2. At all times pertinent hereto, Plaintiff was a “consumer” as that term is
5 defined by 15 U.S.C. §1681a(3).

6 3. Defendant, Jefferson Capital Systems, LLC (“Jefferson Capital”) is and at
7 all times relevant hereto was, a lending institution regularly doing business in the State
of California.

8 4. At all times pertinent hereto, Defendant Jefferson Capital is a “person” as
9 that term is defined in 15 U.S.C. §1681a(b), and also a “furnisher” of credit information
10 as that term is described in 15 U.S.C. §1681s-2 *et seq.*

11 5. Defendant Jefferson Capital was at all relevant times engaged in the
12 business of attempting to collect a “debt” from Plaintiff, as defined by 15 U.S.C. §
13 1692a(5).

14 6. Defendants Jefferson Capital is a “debt collector” as defined by 15 U.S.C.
15 § 1692a(6).

16 7. Defendant Experian Information Solutions, Inc. is a corporation existing
17 under the laws of California, with North American Headquarters in Costa Mesa, CA.

18 8. Defendant, Experian Information Solutions, Inc. (“Experian”), is a credit
19 reporting agency, licensed to do business in California.

20 9. Defendant Experian is, and at all times relevant hereto was, regularly doing
21 business in the State of California.

22 10. Experian is regularly engaged in the business of assembling, evaluating, and
23 disbursing information concerning consumers for the purpose of furnishing consumer
24 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

25 11. Experian furnishes such consumer reports to third parties under contract for
26 monetary compensation.

27 12. At all times pertinent hereto, Defendant Experian was a “person” and
28 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

1 13. Defendant, Equifax Information Services LLC (“Equifax”), is a credit
2 reporting agency, licensed to do business in California.

3 14. Defendant Equifax is, and at all times relevant hereto was, regularly doing
4 business in the State of California.

5 15. Equifax is regularly engaged in the business of assembling, evaluating, and
6 disbursing information concerning consumers for the purpose of furnishing consumer
7 reports, as defined in 15 U.S.C. §1681a(d), to third parties.

8 16. Equifax furnishes such consumer reports to third parties under contract for
9 monetary compensation.

10 17. At all times pertinent hereto, Defendant Equifax was a “person” and
11 “consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

12 18. Defendant, TransUnion LLC (“TransUnion”), is a credit reporting agency,
13 licensed to do business in California.

14 19. Defendant TransUnion is, and at all times relevant hereto was, regularly
15 doing business in the State of California.

16 20. TransUnion is regularly engaged in the business of assembling, evaluating,
17 and disbursing information concerning consumers for the purpose of furnishing
18 consumer reports, as defined in 15 U.S.C. §1681a(d), to third parties.

19 21. TransUnion furnishes such consumer reports to third parties under contract
20 for monetary compensation.

21 22. At all times pertinent hereto, Defendant TransUnion was a “person” and
“consumer reporting agency” as those terms are defined by 15 U.S.C. §1681a(b) and (f).

III. JURISDICTION AND VENUE

25 23. This Court has jurisdiction over this action pursuant to 15 U.S.C. §1681p,
26 15 U.S.C. §1692k(d), and 28 U.S.C. §1331.

27 24. Venue is proper in this district pursuant to 28 U.S.C. §1391(b).

IV. FACTUAL ALLEGATIONS

1 25. Plaintiff is a consumer who is the victim of inaccurate reporting by
2 Defendants Jefferson Capital, Experian, Equifax and TransUnion (collectively,
3 “Defendants”), and has suffered particularized and concrete harm.

4 26. Equifax, Experian and TransUnion are the three largest consumer reporting
5 agencies (“CRAs”) as defined by 15 U.S.C. §1681a(f).

6 27. The CRAs' primary business is the sale of consumer reports (commonly
7 referred to as "credit reports") to third parties and consumers.

8 28. Experian, Equifax and TransUnion have a duty, under the FCRA, to follow
9 reasonable procedures to ensure that the consumer reports they sell meet the standard of
10 “maximum possible accuracy.” 15 U.S.C. §1681e(b).

11 29. Plaintiff discovered the Jefferson Capital account# ending 6982 on his
12 Equifax, Experian, and TransUnion consumer reports in error (the “Account”).

13 30. Jefferson Capital purports to be an agent for the original creditor Petal Card
14 Inc. with a balance of \$3,463.08.

15 31. During the course of repayment of the Account, Plaintiff satisfied the
16 Account in full with payment to MRS BPO, LLC as agent for Petal Card Inc. for the
17 same balance of \$3,463.08 resulting in full and final settlement of Plaintiff's obligation
18 with respect to the Account.

19 32. Plaintiff resolved his liability on the Account, and the balance is \$0 on the
20 Account.

21 33. In spite of receiving the full benefit of payment in full on the Account, and
22 releasing Plaintiff from liability on Account, Defendant Jefferson Capital continued,
23 erroneously, to report a balance due and owing and various late payments with
24 derogatory status on the Account to Experian, Equifax, and TransUnion.

25 34. The false information regarding the Account appearing on Plaintiff's
26 consumer reports harms the Plaintiff because it does not accurately depict Plaintiff's
27 credit history and creditworthiness and overstates credit utilization.

PLAINTIFF'S WRITTEN DISPUTE

1 35. On or about October 26, 2022 and July 12, 2023, Plaintiff sent a written
2 dispute to Equifax (“Equifax Dispute”), disputing the inaccurate information regarding
3 the Account reporting on Plaintiff’s consumer report.

4 36. On or about October 26, 2022 and July 12, 2023, Plaintiff sent a written
5 dispute to Experian (“Experian Dispute”), disputing the inaccurate information
6 regarding Account reporting on Plaintiff’s consumer report.

7 37. On or about October 26, 2022 and July 12, 2023, Plaintiff sent a written
8 dispute to TransUnion (“TransUnion Dispute”), disputing the inaccurate information
9 regarding the Account reporting on Plaintiff’s consumer reports.

10 38. Upon information and belief, Equifax, Experian and TransUnion forwarded
11 Plaintiff’s Disputes (collectively the “Dispute Letters”) to Defendant Jefferson Capital.

12 39. Upon information and belief, Jefferson Capital received notification of
13 Plaintiff’s Dispute Letters from Equifax, Experian, and TransUnion.

14 40. Upon information and belief, Jefferson Capital verified the erroneous
15 information associated with the Account to Equifax, Experian, and TransUnion.

16 41. Jefferson Capital failed to conduct an investigation, contact Plaintiff,
17 contact third-parties, or review underlying account information with respect to the
18 disputed information and the accuracy of the Account.

19 42. Equifax, Experian, and TransUnion each did not conduct an investigation,
20 contact Plaintiff, contact third-parties, or review underlying account information with
21 respect to the disputed information and the accuracy of the Account.

22 43. Upon information and belief, Jefferson Capital failed to instruct Equifax,
23 Experian, and TransUnion to remove the false information regarding the Account
24 reporting on Plaintiff’s consumer reports.

25 44. Equifax, Experian, and TransUnion employed an investigation process that
26 was not reasonable and did not remove the false information regarding the Account
27 identified in Plaintiff’s Dispute Letters.

28 45. At no point after receiving the Dispute Letters did Jefferson Capital,

1 Equifax, Experian, or TransUnion communicate with Plaintiff to determine the veracity
2 and extent of Plaintiff's Dispute Letters.

3 46. Equifax, Experian, and TransUnion relied on their own judgment and the
4 information provided to them by Jefferson Capital rather than grant credence to the
5 information provided by Plaintiff.

6 47. The Plaintiff was denied credit and/or refrained from needed credit
7 applications due to the erroneous information associated with the Account.

8

9 **COUNT I – EXPERIAN**

10 **FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)**

11 48. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
12 set forth herein.

13 49. After receiving the Experian Dispute, Experian failed to correct the false
14 information regarding the Account reporting on Plaintiff's Experian consumer report.

15 50. Defendant Experian violated 15 U.S.C. §1681e(b) by failing to establish or
16 to follow reasonable procedures to assure maximum possible accuracy in the preparation
17 of the credit reports and credit files Defendant Experian published and maintained
18 concerning Plaintiff.

19 51. As a result of this conduct, action and inaction of Defendant Experian,
20 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
21 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
22 and usual activities for which Plaintiff seeks damages in an amount to be determined by
23 the trier of fact.

24 52. Defendant Experian's conduct, action, and inaction were willful, rendering
25 Defendant Experian liable to Plaintiff for punitive damages pursuant to 15 U.S.C.
26 §1681n.

27 53. In the alternative, Defendant Experian was negligent, entitled Plaintiff to
28 recover damages under 15 U.S.C. §1681o.

1 54. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
2 Experian, pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT II – EXPERIAN

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i

6 55. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
7 set forth herein.

8 56. After receiving the Experian Dispute, Experian failed to correct the false
9 information regarding the Account reporting on Plaintiff's Experian consumer report.

10 57. Defendant Experian violated 15 U.S.C. §1681i by failing to delete
11 inaccurate information in Plaintiff's credit files after receiving actual notice of such
12 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain
13 reasonable procedures with which to filter and verify disputed information in Plaintiff's
14 credit files.

15 58. As a result of this conduct, action and inaction of Defendant Experian,
16 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
17 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
18 and usual activities for which Plaintiff seeks damages in an amount to be determined by
19 the trier of fact.

20 59. Defendant Experian's conduct, action, and inaction were willful, rendering
21 Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

22 60. In the alternative, Defendant Experian was negligent, entitling Plaintiff to
23 recover damages under 15 U.S.C. §1681o.

24 61. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
25 Experian pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT III – EQUIFAX

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)

62. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

63. After receiving the Equifax Dispute, Equifax failed to correct the false information regarding the Account reporting on Plaintiff's Equifax consumer report.

64. Defendant Equifax violated 15 U.S.C. §1681e(b) by failing to establish or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit reports and credit files Defendant Equifax published and maintained concerning Plaintiff.

65. As a result of this conduct, action and inaction of Defendant Equifax, Plaintiff suffered damage, and continues to suffer, actual damages, including economic loss, damage to reputation, emotional distress, and interference with Plaintiff's normal and usual activities for which Plaintiff seeks damages in an amount to be determined by the trier of fact.

66. Defendant Equifax's conduct, action, and inaction were willful, rendering Defendant Equifax liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

67. In the alternative, Defendant Equifax was negligent, entitled Plaintiff to recover damages under 15 U.S.C. §1681o.

68. Plaintiff is entitled to recover costs and attorneys' fees from Defendant Equifax, pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT IV – EQUIFAX

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i

69. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully set forth herein.

70. After receiving the Equifax Dispute, Equifax failed to correct the false information regarding the Account reporting on Plaintiff's Equifax consumer report.

1 71. Defendant Equifax violated 15 U.S.C. §1681i by failing to delete inaccurate
2 information in Plaintiff's credit files after receiving actual notice of such inaccuracies,
3 by failing to conduct lawful reinvestigations, and by failing to maintain reasonable
4 procedures with which to filter and verify disputed information in Plaintiff's credit files.

5 72. As a result of this conduct, action and inaction of Defendant Equifax,
6 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
7 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
8 and usual activities for which Plaintiff seeks damages in an amount to be determined by
9 the trier of fact.

10 73. Defendant Equifax's conduct, action, and inaction were willful, rendering
11 Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C. §1681n.

12 74. In the alternative, Defendant Equifax was negligent, entitling Plaintiff to
13 recover damages under 15 U.S.C. §1681o.

14 75. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
15 Equifax pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT V – TRANSUNION

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681e(b)

19 76. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
20 set forth herein.

21 77. After receiving the TransUnion Dispute, TransUnion failed to correct the
22 false information regarding the Account reporting on Plaintiff's TransUnion consumer
23 report.

24 78. Defendant TransUnion violated 15 U.S.C. §1681e(b) by failing to establish
25 or to follow reasonable procedures to assure maximum possible accuracy in the
26 preparation of the credit reports and credit files Defendant TransUnion published and
27 maintained concerning Plaintiff.

28 ||| 79. As a result of this conduct, action and inaction of Defendant TransUnion,

1 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
2 loss, damage to reputation, emotional distress, and interference with Plaintiff's normal
3 and usual activities for which Plaintiff seeks damages in an amount to be determined by
4 the trier of fact.

5 80. Defendant TransUnion's conduct, action, and inaction were willful,
6 rendering Defendant TransUnion liable to Plaintiff for punitive damages pursuant to 15
7 U.S.C. §1681n.

8 81. In the alternative, Defendant TransUnion was negligent, entitled Plaintiff to
9 recover damages under 15 U.S.C. §1681o.

10 82. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
11 TransUnion, pursuant to 15 U.S.C. §1681n and/or §1681o.

COUNT VI – TRANSUNION

FAIR CREDIT REPORTING ACT VIOLATION – 15 U.S.C. §1681i

15 83. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
16 set forth herein.

17 84. After receiving the TransUnion Dispute, TransUnion failed to correct the
18 false information regarding the Account reporting on Plaintiff's TransUnion consumer
19 report.

20 85. Defendant TransUnion violated 15 U.S.C. §1681i by failing to delete
21 inaccurate information in Plaintiff's credit files after receiving actual notice of such
22 inaccuracies, by failing to conduct lawful reinvestigations, and by failing to maintain
23 reasonable procedures with which to filter and verify disputed information in Plaintiff's
24 credit files.

25 86. As a result of this conduct, action and inaction of Defendant TransUnion,
26 Plaintiff suffered damage, and continues to suffer, actual damages, including economic
27 loss, damage to reputation, emotional distress and interference with Plaintiff's normal
28 and usual activities for which Plaintiff seeks damages in an amount to be determined by

1 the trier of fact.

2 87. Defendant TransUnion's conduct, action, and inaction were willful,
3 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.
4 §1681n.

5 88. In the alternative, Defendant TransUnion was negligent, entitling Plaintiff
6 to recover damages under 15 U.S.C. §1681o.

7 89. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
8 TransUnion pursuant to 15 U.S.C. §1681n and/or §1681o.

9
10 **COUNT VII – JEFFERSON CAPITAL**

11 **Fair Credit Reporting Act Violation – 15 U.S.C. §1681s-2(b)**

12 90. Plaintiff re-alleges and reaffirms the above paragraphs 1-47 as though fully
13 set forth herein.

14 91. After receiving the Dispute Letters, Jefferson Capital failed to correct the
15 false information regarding the Account reporting on Plaintiff's consumer report.

16 92. Defendant violated 15 U.S.C. §1681s-2(b) by failing to fully and properly
17 investigate Plaintiff's disputes of Defendant Jefferson Capital's representations; by
18 failing to review all relevant information regarding Plaintiff's disputes; by failing to
19 accurately respond to credit reporting agencies; by verifying false information; and by
20 failing to permanently and lawfully correct its own internal records to prevent the re-
21 reporting of Defendant Jefferson Capital's representations to consumer credit reporting
22 agencies, among other unlawful conduct.

23 93. As a result of this conduct, action, and inaction of Defendant Jefferson
24 Capital, Plaintiff suffered damages, and continues to suffer, actual damages, including
25 economic loss, damage to reputation, emotional distress, and interference with Plaintiff's
26 normal and usual activities for which Plaintiff seeks damages in an amount to be
27 determined by the trier of fact.

28 94. Defendant Jefferson Capital's conduct, action, and inaction were willful,

1 rendering Defendant liable to Plaintiff for punitive damages pursuant to 15 U.S.C.
2 §1681n.

3 95. In the alternative, Defendant Jefferson Capital was negligent, entitling
4 Plaintiff to recover damages under 15 U.S.C. §1681o.

5 96. Plaintiff is entitled to recover costs and attorneys' fees from Defendant
6 Jefferson Capital pursuant to 15 U.S.C. §1681n and/or 15 U.S.C. §1681o.

7

8 **PRAYER FOR RELIEF**

9 **WHEREFORE**, Plaintiff seeks a reasonable and fair judgment against Defendants
10 for willful noncompliance of the Fair Credit Reporting Act and seeks statutory remedies
11 as defined by 15 U.S.C. § 1681 and demands:

- 12 A. Actual damages to be proven at trial, or statutory damages pursuant to 15 U.S.C.
13 § 1681n(a)(1)(A), of not less than \$100 and not more than \$1,000 per violation;
14 B. Punitive damages, pursuant 15 U.S.C. § 1681n(a)(2), for Defendant's willful
15 violation;
16 C. The costs of instituting this action together with reasonable attorney's fees
17 incurred by Plaintiff pursuant to 15 U.S.C. § 1681n(a)(3); and
18 D. Any further legal and equitable relief as the court may deem just and proper in
19 the circumstances.

20

21 Respectfully submitted October 6, 2023.

22

23 /s/Garrett Charity

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